

6. Petroleum, Oil, Lubricant (POL)

The USAF POCs are 2dLt Brian Boseman, 18 LRS/LGRF, 632-8811 and CMSgt Greg Hoelscher, 18 LRS/LGRF, 632-8815.

6.1 Concept of Operations

The 18 LRS/LGRF Fuels Management flight will provide JP-8, unleaded fuel, diesel fuel, liquid/gaseous oxygen, and liquid/gaseous nitrogen support to JASDF/JMSDF aircraft and vehicles.

6.2 Priority

All USAF aircraft performing operational missions have fuel priority over GOJ aircraft. The order of priority for the GOJ Naha Alert aircraft for POL R-11 refueling units is as follows:

F-4 Aircraft (fighter)

P-3 Aircraft

U-125 Aircraft

NOTE: Unless the unit specifically requests top-off, only full refueling units will be dispatched to GOJ aircraft. Kadena AB Fuels Flight does not hold trucks for priority aircraft, but will serve priority requests as required.

6.3 POL

6.3.1 For GOJ units to obtain fuel support, the GOJ units shall set up accounts. The USAF POC is CMSgt Greg Hoelscher, 18 LRS/LGRF, 632-8815. This POC shall coordinate providing service.

6.3.2 The parties shall conduct monthly POL reviews to identify future fuel requirements.

6.4 Cryogenics Support

6.4.1 Cryogenic servicing is available at Bldg 720. LOX and LIN carts are serviced between 0800-1000 and 2000-2200 hrs. Users must provide an individual to act as fire guard.

6.4.2 For GOJ units to obtain cryogenic support service, accounts must be set up. The USAF POC is 18 LRS/LGRFP at 634-3226. This POC shall coordinate providing service.

6.5 Ground Fuel

6.5.1 USAF shall issue GOJ units unleaded and diesel fuel VIL Keys for all units.

6.5.2 USAF shall issue a single VIL Key to GOJ for AGE equipment.

6.5.3 GOJ units shall control the keys.

6.5.4 Fuel provided by the USAF is available 24 hours a day at Bldg 3155 on Kadena Air Base. No advance coordination is required before obtaining fuel.

6.6 AGE Refueling Procedures

6.6.1 The USAF Fuels Flight will service GOJ units' AGE equipment once daily. The USAF and JASDF and JMSDF POCs shall coordinate those times.

6.6.2 When the USAF services the JASDF's or JMSDF's AGE equipment, personnel from the party whose equipment is being serviced shall be present.

6.7 Aviation Fuel Procedure

6.7.1 The Resource Control Center (RCC), in Building 3127, is the focal point for all fuels operational activities. The RCC is the single agency to receive and monitor all fuel requests and product movement. They can be contacted on the POL net, call sign Control, or phone 634-2338/3773.

6.8 The USAF and GOJ units shall review GOJ Cryogenic and POL usage and costs on an agreed to 30-day cycle. This will facilitate completion of Mutual Logistics Summary (MLS) billing forms. Completed MLS forms shall be forwarded for reimbursement to the ACSA Program Manager.

7. Security

The USAF POC is the 18 SFS Operations Officer, Captain Leo Manahl, DSN 634-1557 or 2475. Additional contact information is

Bldg	Function	DSN	Unit
721	Pass and Registration	634-4172	18 SFS/SFOSP
	Gate 1	634-3066	18 SFS/SFOP
5	Visitor Control	634-3816	18 SFS/SFOP

7.1 All GOJ aircraft will be parked and secured within preexisting Restricted Areas.

7.2 Security Requirement.

7.2.1 USAF will provide general support for the protection of resource and key base facilities. The USAF shall augment its personnel for security requirements of the GOJ units' alert aircraft, if necessary.

7.2.2 GOJ units shall not be required to provide security personnel. All aircraft will be parked and secured within preexisting Restricted Areas.

7.3 Flight Line Access

7.3.1 Flight line security is controlled by established Entry Control points. Personnel requiring flight line access must have a Restricted Area Badge and be listed on the deployed GOJ personnel Entry Access List (EAL).

7.3.2 GOJ units shall bring their own Restricted Area Badges. Samples of the GOJ Restricted Area Badges will be provided to 18 SFS before GOJ personnel enter the flight line area.

7.3.3 GOJ units requiring Flight line access will provide an EAL to 18 MSG not later than 1 October 2004 for the first deployment and not later than 1 September 2005 for the second deployment.

7.3.3.1 An EAL shall include Name, Rank & Grade, Service Number, Deployment Date, Redeployment Date, Unit, Line Badge #, and Date of Birth.

7.3.3.2 An EAL will designate personnel who have Escort Authority. Escort Authority allows the designated escort to take non-EAL listed personnel into the areas granted for use by the GOJ units.

7.3.3.3 An EAL may designate personnel who have authority to take photographs in restricted areas of the flight line.

7.3.3.4 GOJ Units that require access to P-3 will be required to submit an EAL for that Controlled Entry Area. This EAL is in addition to the flight line EAL.

8. Finance

The USAF POCs are Ms. Kathryn Hancock, 18 MSG/CSA (Wing ACSA Program Manager), DSN 634-4983; Lt Walter DeMarre, 18 CPTF, DSN 634-5153; Captain Charles Barkhurst, 18 CPTF, DSN 634-1926; and Mr. Paul Bergen, 5 AF/LG, DSN 225-4173.

8.1 GOJ will pay for all logistics and base operating support by utilizing the US-Japan Acquisition and Cross Servicing Agreement (ACSA) as amended and the ACSA Procedural Agreement, US-JA-01.

8.1.1 JASDF and JMSDF will identify personnel authorized to sign MLS forms on behalf of their individual services, in writing, as specified in the ACSA Procedural Agreement, Tab B, Annex C. A copy of this authorization letter is to be forwarded in accordance with the ACSA Procedural Agreement, US-JA-01, no later than 10 days prior to first aircraft arrival, or as soon as possible after conclusion of this agreement.

8.2 The USAF shall provide the GOJ units POCs and alternates who may sign as the "authorizing official" for USAF units on unit-related MLS forms.

8.3 Payment for and settlement of all reimbursable support provided under the ACSA will be completed in accordance with the amended ACSA and ACSA Procedural Agreement, US-JA-01. All support requested and provided will be identified on MLS forms to include all mandatory items listed in Annex A to the ACSA Procedural Agreement. JASDF and JMSDF will either pay by cash or replacement-in-kind. Cash payments will be made to DFAS-Japan. The parties shall track expenses every thirty days during the deployments to facilitate accurate billing.

8.3.1 MLS forms must be signed by JASDF and JMSDF officials appointed in writing in accordance with the ACSA Procedural Agreement, Article IV, paragraph 2, and approved by a designated USAF official before the delivery of logistics services.

8.4 The parties shall schedule an ACSA reconciliation meeting to be held not later than thirty days after the end of each deployment.

8.4.1 All ACSA POCs or their alternates shall attend these meetings. All ACSA designees are required to bring original receipts of all transactions completed. This is a MANDATORY meeting, regardless of whether payment has been received or not.

8.4.2 USAF and GOJ units shall coordinate final financial settlement between the GOJ units and the USAF.

8.5 For GOJ expenses payable by cash, completed MLS forms will serve as invoices/bills, requiring GOJ payment upon submission. Payments for POL will be made to the Defense Energy Support Center (DESC). Actual receipts must be turned in with MLS forms located in the ACSA procedural agreement, Tab A, Annex B. The following GOJ expenses will be payable by cash: LOX, nitrogen and gasoline. The jet fuel will use normal DODAAC Code TFIAB2 for billing purposes. All transactions must be entered on MLS forms which will serve as invoice/bills requiring GOJ payment upon submission.

8.6 All ACSA monitors will validate and consolidate expenses and submit all MLS forms to their respective finance sections for processing (18 CPTS and DFAA, respectively), who in turn forwards to the ACSA Program Manager for tracking purposes. The 18 CPTS provides courtesy validation of completed MLS forms and forwards them to DFAS-Japan, Yokota AB, Vendor Pay section. At the same time, GOJ units will submit their MLS forms to DFAA (GOJ Accounting).

8.6.1 Once the Vendor Pay section at DFAS-Japan and DFAA agree upon the total amount owed, DFAA converts the appropriate amount of yen to US dollars and wires/EFT the necessary amount to the DFAS-Japan account (TGA) at NationsBank, San Francisco, CA.

9. Medical Support

USAF POCs are Lt Col Robert Marks, 18 MDOS/CC, DSN 630-4750 and MSgt Anthony Holloway, 18 MDSS/SGSB, DSN 630-4897.

9.1 The USAF can provide an emergency care initial response. Generally, the USAF's response will be by an 18 MDG ambulance on a reimbursable basis utilizing ACSA.

9.1.1 As directed by the US Naval Hospital, Okinawa's Emergency Department, the ambulance crew will coordinate transport of the patient to the appropriate Japanese hospital emergency department. As is the current process on Kadena AB, most local national patients are transferred to a Japanese ambulance service at one of the gates and then taken to the nearest Japanese hospital emergency department, or to another location, as directed.

9.2 GOJ units may obtain an emergency care response by dialing 911 from or to the on-base telephone system.

10. Safety

This USAF POC is SMSgt Patrick E. Mallard, 18 WG/SEW, DSN 634-2122. The 18th Wing Safety Office is available Monday to Friday from 0730-1630 at DSN 634-3139/2196/2577/2122. After duty hours, Safety personnel may be contacted through the 18th Wing Command post at DSN 634-1800.

10.1 The GOJ units shall comply with standards and directives as used by USAF flying units at Kadena AB.

10.2 GOJ units shall comply with all Kadena traffic laws and all personnel will wear seatbelts while riding in a motor vehicle.

10.3 GOJ units shall coordinate activities that may affect USAF operations.

10.4 The USAF Safety Office shall answer questions received from the GOJ units regarding safety.

**Legal Memorandum
For A
Memorandum of Understanding International
Between the
United States Air Force,
18th Wing (PACAF), Kadena AB, Japan
and the
Japan Air and Maritime Self Defense Forces,
Naha AB, Japan**

1. Background:

a. This Agreement will allow the 18th Wing at Kadena Air Base (hereinafter Kadena AB) to provide logistical support and administrative coordination for the Japanese Air and Maritime Self Defense Forces (SDF collectively or JASDF or JMSDF individually) during periods when SDF alert aircraft are at Kadena AB. The reason for the alert aircraft to be at Kadena AB is that the runway at Naha Airport will be closed for repairs, and the SDF desire to have their aircraft to remain on alert, but to do so within a reasonable distance from their facilities. Their presence is predicated upon the United States-Japan Joint Committee approving a joint use of Kadena AB to this end.

b. No prior agreements exist on this subject. However, Kadena AB has previously hosted SDF forces previously during another closure at Naha Airport. The provision of logistical support for the SDF will in part be based upon the ACSA, as amended and implemented, between the United States and Japan, and agreement of 8 March 1954 regarding mutual assistance between the United States and Japan.

c. Negotiations. Substantial preliminary discussions to scope out the requirements of the SDF have been held. 18 OSS/ADO could provide a more detailed summary of those meetings and other exchanges that have been held with the SDF. Authority to negotiate was obtained in October 2004. Therefore, formal discussions were not held until the week of 4 October 2004 and on 12 October 2004. We understand that the negotiating history shall be provided by 18 MSG/CSA. The proposed date for concluding this agreement is 18 October 2004, and the first period of alert for the SDF on Kadena AB will be on 20 October 2004.

2. Procedural Authority:

a. International Agreements.

(1) Under AFI 51-701, para 1.1.1, the Secretary of the Air Force has delegated authority to conclude certain international agreements to the commanders of major commands within the Air Force. The subject matter of international agreements, where he has delegated his authority, includes reciprocal support agreements including those for the shared use of military equipment and facilities.

(2) PACAF Supp 1 to AFI 51-701, para 1.1.1.1 (Added), delegates the authority to numbered air force commanders to enter into international agreements that are not of policy significance. HQ PACAF has authorized a Numbered Air Force Commander to delegate the authority to negotiate and conclude international agreements to lower levels of command. *Id.* 5 AF MAN 51-701, para 3.1, requires us to seek approval from 5 AF/CC to begin negotiations on a new international agreement. Therefore, the proposal to seek this authority is proper.

b. The joint use will be separately processed under USFJI 32-7. That agreement will be concluded under the United States - Japan SOFA, Art. II, para 4 (a), by the United States-Japan Joint Committee.

c. Air traffic control (ATC) procedures are governed by the agreement in Inclosure 5 to the Minutes of the 316th Joint Committee Meeting Under the SOFA and ancillary agreements.

d. A variety of Kadena AB regulations apply to specific activities on Kadena AB. These regulations may include both 18th Wing and CFAO regulations.

3. Substantive Authority:

a. (1) Inherent Presidential Authority.

(a) The President has the authority to conduct the foreign relations of the United States under the US Constitution, Art. II, § 2.

(b) The President is also the Commander-in-Chief of the military of the United States under the US Constitution, Art. II, § 1.

(2) Secretary of Defense.

(a) Under 10 USC § 113 (b), the Secretary of Defense has authority, direction, and control over the Department of Defense. Under 10 USC § 111 (b) (8), the Department of the Air Force is part of the Department of Defense.

(b) Under 5 USC § 101, the Department of Defense is an Executive Department, and the Secretary of Defense as the head of the Department of Defense may issue regulations to perform the business of the department under 5 USC § 301.

(3) Secretary of the Air Force.

(a) Under 5 USC § 102, the Department of the Air Force is a military department. Under 10 USC § 8011, the Secretary of the Air Force is the head of the Department of the Air Force, and the Department of the Air Force is under the authority, direction, and control of the Secretary of Defense.

(b) Under 10 USC § 8013, the Secretary of the Air Force has the responsibility to carry out the roles and missions of the Department of the Air Force. Under the authority to 5 USC § 301,

the head of a military department may issue regulations to perform the business of the department. The Secretary of the Air Force also has the authority to issue regulations under 10 USC § 8013 (g) (3) to carry out his functions, powers, and duties.

(c) Under 10 USC § 8013 (c) (1), (2), and (4), the Secretary of the Air Force has the responsibility of following directions issued by the Secretary of Defense for, among other things, the functioning and efficiency of the Department of the Air Force, developing programs consistent with the national security objectives of the Government, and helping to carry out the current and future requirements of combatant commanders. In addition, the Secretary of the Air Force is responsible for the supplying, equipping, and maintaining of the personnel of the Air Force and its interests in real property. 10 USC § 8013 (b) (3), (4), (10) and (12).

(4) Statutory Authority, As Implemented.

(a) 10 USC ch. 138, subch. I, provides for acquisition and cross-servicing agreements from governments that the United States has a defense alliance. 10 USC § 2341 (2) (A).

(b) DoDD 2010.9 provides for the combatant commands and Military Departments to form ACSAs.

(c) AFI 25-301 provides implementing guidance for the Air Force regarding ACSAs. Of course, an ACSA's terms would control over general guidance in an instruction.

(5) Existing Agreements with Japan.

(a) Treaty of Mutual Cooperation and Security Between the Japan and the United States of America. Article III provides for mutual aid regarding preparations for resisting armed attacks. Article VI provides for other agreements that we may reach to carry out the ends of the Treaty.

(b) The Agreement under Article VI of the Treaty of Mutual Cooperation and Security Between the United States and Japan Regarding Facilities and Areas and the Status of the United States Armed Forces in Japan, TIAS 4510, (the SOFA), allows for the US Forces to allow other Japanese nationals to use facilities and areas granted to the US Forces. Art. II, para 4 (a).

(c) The Agreement Between the Government of Japan and the Government of the United States of America Concerning Reciprocal Provision of Logistic Support, Supplies and Services Between the Self-Defense Forces of Japan and the Armed Forces of the United States of America, dated April 15, 1996, as amended (hereinafter "the ACSA"). Article VI, para 1, of a February 2004 amendment allows for the provision of logistical support in unspecified circumstances when agreed to by the parties. The forms of logistical support that may be provided under the ACSA include, but are not limited to, food; water; billeting; transportation (including airlift); petroleum; oils, and lubricants; clothing; communications; medical services; base support; storage; use of facilities; training services; spare parts and components; repair and maintenance; and airport and seaport services. These items may be provided for in exchange for payment or replacement in kind.

(d) Agreement of 8 March 1954 between Japan and the United States of America concerning mutual assistance allows the providing of equipment, materials, services, and other assistance as the supplying Government may provide without reimbursement.

b. In general, the services provided by the US Forces under this agreement could be provided as a form of foreign assistance, if done on an advance-of-funds or reimbursement basis, for a friendly country, consistent with chapter 32 of title 22 of the United States Code, and approved by the President. 22 USC § 2357. We do not view as a form of foreign assistance, and the agreement appears otherwise consistent with the underlying intent of security assistance, that is, measures necessary enhance the internal security of friendly foreign countries, see generally 22 USC § 2301, and Japan is considered to be foreign country friendly to the United States. *E.g.*, Treaty of Mutual Cooperation and Security Between the United States of America and Japan and Pub. L. 101-167, Title V, § 573, dated, 21 November 1989, as amended by Pub L. 102-391, Title V, § 578(a), dated 6 October 1992 (Japan is a major non-NATO ally of the United States).

(e) The Joint Committee granted a joint use to the Government of Japan for the JASDF and JMSDF to use portions of Kadena AB when it approved Facilities Subcommittee MEMO No. 4615 on 9 September 2004.

4. Opinion:

a. The proposed agreement is an international agreement. It involves two Governments and involves substantive obligations upon both Governments.

b. The proposed agreement does not involve matters of policy. Therefore, as 5 AF/CC has delegated the authority to negotiate and conclude this agreement, 18 WG/CC may conclude this agreement if he believes it is in the best interests of the Department of the Air Force and the United States Government.

c. The proposed agreement is consistent with US laws, regulations, and policies.

(1) ACSA. The main categories of support are administrative liaison, airfield management, transportation, maintenance, civil engineering, communications, fuel, utilities, security, finance, medical, and safety. These types of support may be provided under the ACSA. Items that are reimbursable support have been identified for reimbursement under the ACSA as implemented.

(2) Training. The proposed agreement includes minor training related to using the airfield. Examples would be learning how to drive on Kadena AB's flightline and operating hanger doors on base. These types of training are incidental to operating safely. Training of this type is an appropriate use of Air Force resources.

(3) Communications. We understand that the parties have agreed on the scope of communications support to be provided and that no outstanding issues of frequency management, use of technology, or support remain. We, however, note that communications support is an area where additional, appropriate services may be provided during the course of this agreement.

(4) Foreign Disclosure. We understand that the draft agreement has undergone a foreign disclosure review and that no issues exist.

(5) ATC. We understand that ATC issues will be addressed through separate letters of agreement. Those issues are not analyzed in this legal memorandum.

(6) Facilities. We understand that the 18th Civil Engineer Group intends to address facilities-related issues in local implementing agreements under the joint use approved on 9 September 2004.

(7) Miscellaneous.


(a) The main MOUI is consistent with Articles III and VI of the Treaty of Mutual Cooperation and Security, implementing a joint use agreement and utilizes the ACSA and the mutual support agreement.

(b) As for claims, any provision should not contradict the language in the joint use agreement. To deconflict the MoUI from the joint use, in Art. VII of the main MoUI, please add after the first word of the sentence the phrase "arising under this agreement."

(c) You may consider adding in Art. IX the words "the last" after "upon the date" and before "the signatures of the appropriate . . ." This will clarify when the MoUI takes effect if all four parties do not sign next Monday.

(d) We note that the fiscal memorandum only addresses reimbursement for predictable, reoccurring expenses. Nonrecurring expenses may still be reimbursable under the MoUI and ACSA.

d. Subject to making the addition in subparagraph 4.c (7) (b), the draft text is legally sufficient.


KENNETH MCKAY
Attorney-Advisor (Contracts)

DATED: 19 October 2004

FISCAL MEMORANDUM

FB5270- -507

MOUI, Naha Alert Aircraft/507 Date: 20 Sep 2004

Memorandum of Understanding International between Kadena Air Base, Okinawa, Japan and Japan Air Self Defense (JASDF) and Japan Maritime Self Defense Forces (JMSDF).

1. Providing Organization: Kadena Air Base, 18 Wing

a. Support to be provided involving:

APPROPRIATION	ESTIMATED ANNUAL COST	REIMBURSABLE
O&M 3400	\$241,632.61	Yes

b. Support will be provided and billed on an as required basis.

2. Recipient will finance the program as follows:

<u>Financing Appropriation</u>	<u>Dollar Amounts</u>
Electricity/Water/Sewage	\$56,088.61
JP8 \$0.91/gal * 200000 gal	\$182,000.00
MUM (Unleaded Gasoline) \$1.02/gal * 1200 gal	\$1,224.00
F76 (Diesel) \$0.84/gal * 2000 gal	\$1,680.00
LOX (Liquid Oxygen) \$0.80/gal * 400 gal	\$320.00
LIN (Liquid Nitrogen) \$0.80/gal * 400 gal	\$320.00

3. Reimbursement:


a. Billing Method: Acquisition and Cross Servicing Agreement (ACSA)

b. Billing Frequency: Every 6 months

c. Billing Address: DFAS-J/AIFI

Unit 5220

APO AP 96328-5220


JOEL S. SPEIGHT, Lt Col, USAF
Commander, 18th Comptroller Squadron

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